

EXHIBIT A

SETTLEMENT AGREEMENT

This Agreement (“Agreement”) is made and entered into this 14th day of September, 2017 between Alwand Vahan Jewelry, Ltd. (“Vahan”), a corporation organized under the laws of the State of New York and having an address at 31 Merritt Street, Port Chester, NY 10573, and Lafonn, LLC (“Lafonn” and/or “You”), a limited liability company organized under the laws of the State of California, having an address at 6721 Katella Avenue, Cypress, CA 90630.

WHEREAS Vahan is the owner of U.S. Copyright Registration No. Va0001730830 for jewelry designs as seen in Exhibit A hereto, U.S. Trademark Registration No. 4051137, and trade dress rights in its signature crown feature on its jewelry (“Intellectual Property”).

WHEREAS You acknowledge that you have displayed, offered for sale, marketed, promoted, advertised, distributed and/or sold jewelry designs as seen in Exhibit B hereto that Vahan alleges infringes upon its Intellectual Property (“Exhibit B Jewelry”).

NOW THEREFORE, in consideration of the mutual covenants and considerations herein set forth, and to amicably settle this matter, Lafonn and Vahan agree as follows:

1. You agree not to infringe Vahan’s Intellectual Property and any other rights protected under federal or state law that is owned or controlled by Vahan, whether now in existence or later created. This agreement not to infringe shall include, but not be limited to, displaying, offering for sale, marketing, promoting, advertising, distributing and selling the Exhibit B Jewelry, except pursuant to a lawful license or with the express authority of Vahan. You further agree to destroy all inventory, molds, prototypes, marketing, promotional and advertising material of the Exhibit B Jewelry in your possession, custody or control.

2. You represent and warrant that You have not sold any pieces of the Exhibit B Jewelry and will cease any and all display, offer for sale, marketing, promotion, advertising, distribution and sale of the Exhibit B Jewelry.
3. So long as You continue to comply with the obligations under this Agreement, Vahan will not assert claims for infringement of its Intellectual Property, or other related claims, against You. However, if You breach Your obligations under this Agreement at any time, Vahan shall have the right to assert claims for infringement of its Intellectual Property against You and any other claims pertaining to the infringement.
4. You acknowledge that we have advised You that You may consult with counsel of Your choosing prior to entering into this Agreement and that you have entered into this Agreement of Your own free will, without any promise or inducement not stated in this Agreement. Vahan reserves all rights not expressly waived herein.
5. You agree not to make any public statement that is inconsistent with any term of this Agreement.
6. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.
7. Your signature, together with the signature of Vahan, creates a binding and enforceable contract. This Agreement is not transferable or assignable.

Lafonn, LLC.

mark xu
Name: MARK XU
Title: President
Date: 9/1/2017

Alwand Vahan Jewelry, Ltd.

Greg Der Calousdian
Name: Greg Der Calousdian
Title: VP of Design
Date: 9/14/17

EXHIBIT A



EXHIBIT B

